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9
10 UNITED STATES BANKRUPTCY COURT
11 FOR THE DISTRICT OF NEVADA
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14 IN RE: Case No. 13-50844-btb
15 THE HOLDER GROUP SHARKEY'S, LLC, (Chapter 11)
16 STIPULATION FOR TREATMENT OF
17 GENERAL UNSECURED CLAIM OF
18 THE MILOS SHARKEY BEGOVICH
19 LIVING TRUST DTD 5/2/02
20 Debtor.
21

22 Hearing Date: December 19, 2013
23 Hearing Time: 11:00 a.m.
24

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26 THE HOLDER GROUP SHARKEY'S, LLC, a Nevada limited liability company,
27 Debtor and Debtor-in-Possession herein ("Debtor"), by and through its attorney STEPHEN R.
28 HARRIS, ESQ., of HARRIS LAW PRACTICE LLC, and THE MILOS SHARKEY
BEGOVICH LIVING TRUST DTD 5/2/02 ("Begovich Trust"), by and through its attorney
ROBERT G. BERRY, ESQ., 3701 Fairview Road, Reno, Nevada 89511 hereby stipulate and
agree that the treatment of the Begovich Trust's general unsecured claim as now set forth in
Class 5 of the Debtor's First Amended Plan of Reorganization filed on October 8, 2013, as
Docket No. 89, shall be amended as follows:

5. CLASS 5 CLAIMS [ALLOWED GENERAL UNSECURED CREDITORS]:

The Class 5 Allowed General Unsecured Creditors, shall be paid 100% of their allowed claims
by the Debtor as follows:

1 1. The Class 5 non-insider allowed general unsecured claims totaling \$41,388.18
2 shall be paid in full prorata within two (2) years of the Confirmation Date in monthly payments
3 of principal and interest at the rate of 5.25% per annum accruing after the Confirmation Date,
4 calculated on a two (2) year amortization until paid in full;

5 2. The general unsecured claim of the Begovich Trust is deemed an allowed claim
6 for \$700,000.00, not the Proof of Claim amount of \$760,000.00, and shall be payable monthly
7 at zero percent interest pursuant to the terms of the parties' original promissory note, with
8 monthly payments to be amortized over a thirty (30) year period, and to be paid in full eight (8)
9 years following the Confirmation Date, with monthly payments of \$1,944.44 each to commence
10 January 15, 2014, and continue on the 15th day of each successive month thereafter, with a 15
11 day grace period. Payments shall be made payable to the Milos Sharkey Begovich Living Trust
12 and mailed in care of Robert G. Berry, 3710 Fairview Road, Reno, NV 89511. Further, upon
13 confirmation, the Trustees of the Begovich Trust agree to dismiss the breach of contract
14 complaint now pending in the Ninth Judicial District Court in and for the County of Douglas,
15 State of Nevada, case no. 13-cv0063, without prejudice, but with the condition that the civil
16 case may only be recommenced upon a post-petition default by the Debtor; and

17 3. The Class 5 "insider" allowed general unsecured claims of the Debtor shall be
18 paid only after the Class 5 "non-insider" allowed general unsecured claims and the Class 5
19 claim of the Begovich Trust are paid in full.

20 Accordingly, the Class 5 General Unsecured Claims are impaired under the Plan.

21 Respectfully submitted this 27th day of November, 2013.

22 STEPHEN R. HARRIS, ESQ.
23 HARRIS LAW PRACTICE LLC
24 /s/ Stephen R. Harris

22 ROBERT G. BERRY, ESQ.,
23 /s/ Robert G. Berry

25 _____
26 Attorneys for Debtor

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26 Attorney for Milos Sharkey Begovich Trust

26 THE HOLDER GROUP SHARKEY'S LLC

27 By: /s/ Harold D. Holder, Sr./
28 Harold D. Holder, Sr., Manager